

EXHIBIT E

BNSF Intermodal Rules & Policies Guide

BNSF
RAILWAY

2005



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March 30, 2005

To All BNSF Intermodal Customers,

Enclosed is the revised *BNSF Intermodal Rules and Policies Guide (R&PG)*, effective May 2, 2005. This edition replaces the *R&PG* issued January 1, 2002. The *BNSF Intermodal Rules and Policies Guide* is the official document governing all intermodal shipments on BNSF.

Please return the enclosed postage paid postcard. This indicates receipt of the *R&PG* and ensures you will receive future updates.

The *BNSF Intermodal Rules and Policies Guide* will be posted on the bnsf.com web site, under Markets, Intermodal, in the References section (http://www.bnsf.com/business/iabu/html/intermodal_rules_and_policies_guide.html), which is our official source for the *R&PG*. This new version will be available on the web by May 2.

Please take a moment to review the *BNSF Intermodal Rules and Policies Guide*. Significant modifications occurred throughout the *R&PG*.

Some important changes occurred in the following Items:

- Item 4: Price Authorities Application
- Item 10: Credit and Collections
- Item 16: Shipping Instructions
- Item 17: Shipping Instructions Changes
- Item 19: Rail Carrier Bond
- Item 26: Prohibited Commodities or Equipment and Associated Charges
- Item 27: Restricted Commodities or Equipment and Associated Charges
- Item 28: Hazardous Commodities
- Item 32: Equipment Specification and Standards
- Item 38: North American Container System
- Item 39: Equipment Inspections
- Item 41: Furnishing Chassis
- Item 46: Portable Tank Containers
- Items 51– 54 in the Drayage Chapter
- Item 56: Storage Free Time and Charges
- Item 57: Detention Free Time and Charges
- Item 65: Lading Claims and Filing Procedures
- Appendix A – Storage Free Time and Charges
- Appendix B – NACS Detention Free Time and Charges
- Appendix C – Equipment Detention Free Time and Charges
- Appendix D – Charges and Amounts

In addition, new Items include:

- Item 25: Mexico or Canada Service
- Item 50: On-dock Facilities

If you have any questions about the new *BNSF Intermodal Rules and Policies Guide*, please contact your BNSF Marketing or Customer Support Representative at 1-888-428-2673.

GENERAL RULES

ITEM 1: RULES AND POLICIES GUIDE APPLICATION

The *BNSF Intermodal Rules and Policies Guide* governs the transportation of equipment in intermodal service by means of intrastate, interstate and foreign commerce. This document specifies rules governing intermodal transportation on BNSF Railway Company (referred to as BNSF) or transportation provided by BNSF as part of a continuous intermodal movement and is subject to modification or cancellation at any time.

The *BNSF Intermodal Rules and Policies Guide* in combination with a specific BNSF price authority (refer to Item 4: Price Authorities Application) constitutes an offer by BNSF to provide certain exempt transportation services. A separate transportation contract is made each time a shipment is tendered to BNSF according to the offer contained in the *BNSF Intermodal Rules and Policies Guide* and the relevant price authority. When tendering a shipment, the shipper warrants it has authority to enter into this transportation contract and agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*. The receiver who accepts this shipment also agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*.

The effective price authority states the specific service locations (facilities) offered in accordance with the *BNSF Intermodal Rules and Policies Guide*.

Combinations of BNSF price authorities may not be used. (See Item 4: Price Authorities Application.)

The shipper must arrange for the transportation of equipment beyond BNSF's rail lines and BNSF is not party to any portion of such arrangements. The interchange of equipment between BNSF and another railroad may only be made at normal intermodal interchange points, unless provided for in the price authority.

Any specific provisions or exemptions take precedence over general provisions or exemptions, unless otherwise stated.

ITEM 2: COMPLETE OFFER

The complete offer to a shipper consists of this *BNSF Intermodal Rules and Policies Guide* and

the price authority in effect at the time that complete shipping instructions are given to BNSF. The complete offer must be accepted without change unless modified by an exception contained in one of the following:

- Special price quotation.
- Separate written multi-party agreement signed by a BNSF Marketing or Pricing Representative.

Any notation on the shipping instructions directing transportation by BNSF that is inconsistent with or attempts to change the terms of this offer:

- Will be interpreted as a notation made for the private benefit and information of a person or party other than BNSF.
- Will not be a part of this offer.

(For explanation of price quotation or multi-party agreements, see Item 4: Price Authorities Application. See requirements for the shipping instructions in Item 16: Shipping Instructions.)

ITEM 3: COMPLETE OFFER ACCEPTANCE

The acceptance of an offer for rail-controlled and private equipment is defined below.

COMPLETE OFFER ACCEPTANCE

1. Rail-controlled Equipment

If BNSF is performing the origin drayage, acceptance of the offer begins when the rail-controlled equipment is supplied to the shipper. (See Items in the Drayage and Service Chapters.)

If BNSF is not performing the origin drayage, acceptance of the offer begins when the shipper or its agent obtains the empty equipment from a BNSF facility.

Empty equipment will be released only to the party who the shipper has been identified as its agent and who has signed a BNSF UIIA Access Agreement. (See Item 36: UIIA Trucker Interchange Agreement.)

The shipper or its agent assumes financial responsibility for the rail-controlled equipment.

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receiver should dispose of any salvage to the best possible advantage and deduct a salvage allowance from the claim, or give a reasonable allowance when lading is retained or withheld from the salvage market.

(The claims process is defined in Item 65: Lading Claims Filing Procedures. Located (determined) damage will be handled in accordance with the other Items in the Liability Chapter.)

ITEM 65: LADING CLAIMS AND FILING PROCEDURES

PAYMENTS BEFORE CLAIMS FILING

Even if filing a lading (freight) claim, all outstanding payments or charges are due according to standard payment terms defined in Item 10: Credit and Collections.

If applicable, any reimbursement of payments will be handled in the claims process outlined in this Item. (Equipment claims are independent of lading claims. See Item 66: Equipment Liability and Claims Procedures.)

FILING CLAIMS TIME LIMIT

Regardless of the loss or damage cause, the shipper must file claims for lading loss or damage in writing. Claims must be received by BNSF within nine (9) months after the delivery date, or in the event of non-delivery, claims must be received within nine (9) months of what would have been the reasonable delivery date.

FILING CLAIMS REQUIREMENTS

The lading claim must be properly supported with documentation to establish loss and damage, monetary amount, quantity, and type.

Only the shipper (the party indicated on the BNSF price authority and paying BNSF for the rail transportation) may initiate and maintain a claim for lading loss and damage or a suit against BNSF. A person who is not party to the price authority with BNSF will have no claim or cause of action against BNSF for loss or damage to lading.

The claim must comply with the minimum filing requirements contained in 49 CFR Section 1005.2 (b).

The claim must fully identify the rail shipment and request payment of a certain amount, or the claim will not be deemed filed.

1. Claims Requirements

Include the following with each claim:

- a. A copy of the shipping instructions and other shipping documents.
- b. Documents establishing the responsibility for liability and the amount of monetary loss.
- c. Seal records and loading/unloading records must support shortage claims. Mere presence of a broken seal or missing seal does not deem the lading to be contaminated or adulterated.

All the specific requirements set forth in Section 1 c of this Item must be met to address lading contamination or adulteration claims due to a missing or broken seal.

1. The physical seal must be composed of braided steel strands (high tensile strength (non-preformed) steel cable totaling a minimum of one-eighth (1/8") inch (minimum ASTM Grade D standard) in diameter or equivalent bolt seal.

2. Documentation must be provided that demonstrates the shipment was properly protected with security seals immediately after completion of loading, and when tendered to BNSF.

Documentation must demonstrate date and time of loading, seal number, seal location, and date and time of seal installation by one or more of the following methods:

- Third (neutral) party inspection.
 - Manual log entry signed by the person applying the seal and verified by another person.
 - Video tape that includes the equipment initial and number.
3. BNSF must be notified of any seal exception prior to removal of the equipment from a BNSF facility.
A seal exception includes, but is not limited to, a missing or broken seal, a seal with a different number from the one billed, or where there is an obvious instance of tampering with the seal. (See Item 39: Equipment Inspections.)
 4. BNSF must be notified of actual loss or damage when the shipment is delivered to the final destination and

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allowed reasonable time to inspect the vehicle and lading.

5. BNSF must be allowed to mitigate the loss or be provided an equivalent allowance of the lading's highest value in a secondary market.

If there is lading contamination, adulteration, or shortage due to a seal exception, and shipper has followed conditions defined in Item 59: Shipper Responsibilities, this Item, and other Items within this *BNSF Intermodal Rules and Policies Guide*, the lading may be rejected by the shipper and provided to BNSF for disposal in a manner deemed appropriate by BNSF. The salvage value obtained by BNSF will be deducted from the lading claim. If BNSF is not allowed to take possession and dispose of the lading in mitigation of the loss, BNSF's liability will be limited to the original value of the shipment less (deducted from) the highest value that the lading has in the secondary market as determined by BNSF.

In the event of non-compliance for the five (5) requirements in Section 1 c of this Item, BNSF will not accept financial liability for any lading contamination or adulteration due to a seal exception.

If all seals are intact when tendered to BNSF, regardless of type or kind of seal, and loss, damage or shortage is identified at destination, the damage will be considered due to vandalism, theft or equipment related issues. Thus, claims will be handled under standard loss and damage claim procedures, and will not be applicable to the seal requirements defined in Section 1 c of this Item, if the seals are intact when tendered to BNSF.

- d. Supporting records detailing the nature of the damage or loss. Complete temperature recording documentation is required for temperature-controlled equipment claims.
- e. Examples of documents giving evidence of damage include delivery receipt, inspection report, photographs,

temperature documentation for temperature-controlled shipments, and receiver's receiving record. Photographs must always be provided.

2. Claims Address

Send claims to:

Director Claims Solutions
BNSF
P.O. Box 1738
Topeka, Kansas 66601-1738
Phone: 1-800-234-9652
Fax: 1-785-435-4120

3. Lawsuit Filing Time Limit

Filing a claim as defined in this Item is a prerequisite to filing a lawsuit with BNSF. All loss or damage suits filed against BNSF must be filed within nine (9) months from the date BNSF declines the claim on which the suit is based, or nine (9) months from the receipt of the claim by BNSF, whichever is later.

4. Lawsuit Filing Location

All loss or damage suits filed against BNSF shall be filed in a United States Federal District Court in the location of the shipment's origination or termination on BNSF. If the United States Federal District court does not have jurisdiction for the controversy, the suit shall be filed in the appropriate U.S. State Court where the shipment originated or terminated on BNSF.

(See Item 29: Shipper Loading Equipment, Item 39: Equipment Inspections, Item 59: Shipper Responsibilities, Item 63: BNSF Limited Liability for the minimum claim amount, Item 64: Undetermined Lading Loss or Damage, and equipment claims are defined in Item 66: Equipment Liability and Claims Procedures.)

ITEM 66: EQUIPMENT LIABILITY AND CLAIMS PROCEDURES

EQUIPMENT LIABILITY AND DAMAGE CLAIMS PROCEDURES

Equipment liability and claims procedures are defined for rail-controlled and private equipment. (Lading claims are independent of equipment claims. See Item 65: Lading Claims and Filing Procedures.)

EXHIBIT F

Nippon Yusen Kabushiki Kaisha Tokyo, Japan

Locations

Location Type: Headquarters

3-2, Marunouchi 2-chome, Phone: +81-3-3284-5151
Chiyoda-ku

Tokyo, 100-0005, Japan

<http://www.nykline.co.jp>

Primary US Address

Subscribers Only

Subsidiaries/Affiliates Covered By Hoover's

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NYK Logistics (UK) Ltd.

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North America

Canada

United States

United States

Atlanta

NYK Line (North America) INC. SOUTHERN REGION Atlanta Office

360 Interstate North Parkway, Suite 300, Atlanta, GA 30339, U.S.A.

Phone: 1-770-956-9444

Fax: 1-770-953-6160

e-Mail: tara.henley@na.nykline.com

Beaumont

Riomar Agencies, Inc.

80 IH-10 North, Suite 203 Beaumont, TEXAS 77702, U.S.A.

Phone: 1-409-839-4306

Fax: 1-409-839-4201

e-Mail: Riomarbeaumont@riogroup.com

Boise

NYK Line (North America) INC. Boise Cargo Service Center

Banner Bank Building, 950 W. Bannock St. Suite 700 Boise, ID 83702, U.S.A.

Phone: 1-208-363-8100

Fax: 1-208-336-5677

Charleston

V.Ships Agency

c/o Maybank Shipping Company Inc. 525 East Bay Street - Suite 200, Chareleston SC 29

Phone: 1-843-723-7891

Fax: 1-843-723-7894

e-Mail: maybank@maybankshipping.com

Chicago

NYK Line (North America) INC. CENTRAL REGION Chicago Office

377 E. Butterfield Road - Fifth Floor Lombard, IL 60148, U.S.A.

Phone: 1-630-435-7800

Fax: 1-630-435-3110

Cincinnati

NYK Line (North America) INC. Cincinnati Office

1236 Rivermead Dr., Hebron, KY 41048, U.S.A.

Phone: 1-859-586-5140

Fax: 1-859-586-5142

e-Mail: melissa.jaquay@na.nykline.com

Honolulu

Lavino Shipping Agencies, Inc.

521 Ala Moana Boulevard Suite 256, Honolulu, Hawaii 96813, U. S. A

Phone: 1-808-521-2111

Fax: 1-808-599-1950

e-Mail: ISS.HONOLULU@ISS-SHIPPING.COM

Jacksonville

Stevens Shipping and Terminal Co.

9550 Regency Square Blvd. Suite 1240 Jacksonville, FL 32225, U.S.A.

Phone: 1-904-855-3200

Fax: 1-904-855-3211

Los Angeles

NYK Line (North America) INC. WESTERN REGION Los Angeles Office

19191 South Vermont Ave., Suite 925, Torrance, CA 90502

Phone: (310) 618-6070

Fax: (310) 618-2033

Los Angeles / Long Beach

Barwil Agencies (NA) Inc.

401 East Ocean Blvd. Suite 705, Long Beach, CA 90802

Phone: 1-562-436-5032 (24 hr)

Fax: 1-562-435-0356 / 1-562-463-3833

e-Mail: barwil.los-angeles@barwil.com

Miami

Wilhelmsen Lines (U.S.A.), Inc.

8405 N.W. 53rd Street Suite C 104 Miami, FL 33166. U.S.A.

Phone: 1-305-513-9440

Fax: 1-305-513-0464

New York

NYK Line (North America) INC. EASTERN REGION New York Office

300 Lighting Way, 4th & 5th Floor Secaucus, NJ 07094, U.S.A.

Phone: 1-201-330-3000

Fax: 1-201-867-9059

New York/Newark

Wilhelmsen Lines (U.S.A.), Inc.

10 Exchange Place, Suite 1404 Jersey City, NJ 07320, U.S.A.

Phone: 1-201-324-1400

Fax: 1-204-324-1445

e-Mail: KCrehan@wlina.com

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NYK Line (North America) INC. San Francisco Office

455 Market Street Suite 2020 San Francisco, CA 94105, U.S.A.

Phone: 1-415-512-3300

Fax: 1-415-512-9592

Barwil Agencies (NA) Inc.

3220 Blume Dr.Suite 195 Richmond, CA 94806 U.S.A.

Phone: 1-510-222-2104 (24 hr)

Fax: 1-510-222-2166

e-Mail: barwil.san.francisco@barwil.com

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NYK Line (North America) INC. Savannah Office

2N. Main Street, Georgia Port Authority Building F,Suite A-2, Garden City, GA 31408, U

Phone: 1-912-964-9413

Fax: 1-912-964-9372

Seattle

NYK Line Seattle Office

1800 9th Ave Suite 1450 Seattle, WA 98101

Phone: 1-206-287-0300

Fax: 1-206-625-9412

Seattle/Puget

Barwil Agencies (NA) Inc.

1035 Andover Park West, Suite 230, Seattle, WA 98188

Phone: 1-206 575 1570

Fax: 1-206 575 1522

e-Mail: barwil.seattle@barwil.com

Wilmington

Wilmington Shipping Co.

P. O. Box 1809 330 Shipyard Blvd., Wilmington, North Carolina 28402-1809, U.S.A.

Phone: 1-910-392-8200

Fax: 1-910-392-8247

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EXHIBIT H

NYS Department of State

Division of Corporations

Entity Information

Selected Entity Name: NYK LINE (NORTH AMERICA) INC.

Selected Entity Status Information

Current Entity Name: NYK LINE (NORTH AMERICA) INC.

Initial DOS Filing Date: MARCH 22, 1989

County: NEW YORK

Jurisdiction: DELAWARE

Entity Type: FOREIGN BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

GENE MATSUO

BINGHAM DANA MURASE

399 PARK AVE

NEW YORK, NEW YORK, 10022-4689

Chairman or Chief Executive Officer

MR KINICHI HIRAYAMA

300 LIGHTING WAY

SECAUCUS, NEW JERSEY, 07094

Principal Executive Office

MR KINICHI HIRAYAMA

300 LIGHTING WAY

SECAUCUS, NEW JERSEY, 07094

Registered Agent

NONE

NOTE: New York State does not issue organizational identification numbers.

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